

ADDENDUM NO: 1

REQ NO: 104786

FINAL SUBMITTAL: February 16, 2015, 2:00 PM EST

FINAL QUESTIONS: February 9, 2015, 2:00 PM EST

Department: General Services

Changes to the Bid:

Changes Made to the following documents are in RED:

- 1. Contract Agreement; Pages 1, 2, 3**
- 2. Exhibit A; Updated information**
- 3. Exhibit B; Added Quarterly Charges for Chain Hoists & Wheelchair Lifts**

Bid Opening will be February 16, 2015 at 2:00 PM EST

Req No: 104786 General Services – Elevator, Escalator & Lift Maintenance

PLEASE SIGN ONE (1) COPY OF ADDENDUM AND RETURN TO THE PURCHASING DEPARTMENT. RETAIN THE OTHER COPY FOR YOUR FILES.

Name: _____

Company: _____

**CITY OF CHATTANOOGA
PURCHASING DEPARTMENT
Mark McKeel
City Hall Suite G13
CHATTANOOGA, TN 37402
TELE: (423) 643-7236
FAX: (423) 643-7244**

Date: February 2, 2015

Requisition No.: 104786

**PURCHASING DEPARTMENT
101 EAST 11TH STREET
CITY HALL
SUITE G13
CHATTANOOGA, TENNESSEE
37402**

Request for Bid (RFB) for the City of Chattanooga, Tennessee

*Proposals will be received at 101 East 11th Street, Suite G13,
Chattanooga, TN 37402 until 2:00 P.M., EST. on February 16, 2015*

Requisition / Bid No.: R104786 / 303578

Ordering Dept.: General Services

Buyer & E-mail: Mark McKeel mckeel_m@chattanooga.gov

Items Being Purchased: Elevator, Escalator & Lift Maintenance

*****REQUEST FOR BIDS MUST BE RECEIVED*****

2:00 P.M., EST on February 16, 2015

**The City of Chattanooga reserves the right to reject any and/or all proposals,
waive any informality in the proposals received, and to accept any proposal
which in its opinion may be for the best interest of the City.**

**The City of Chattanooga will be non-discriminatory in the purchase of all goods
and services on the basis of race, color or national origin.**

The City's Standard Terms and Conditions may be found on website:

<http://www.chattanooga.gov/purchasing/standard-terms-and-conditions>

Note: ALL BIDS MUST BE SIGNED

All proposals received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Offeror acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

Company Name: _____

Mailing Address: _____

City & Zip Code: _____

Phone/Toll Free No.: _____

Fax No.: _____

E-Mail Address: _____

Contact Person: _____

Company Title: _____

Signature: _____

BID SOLICITATION



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

BID OPENING DATE AND TIME:

16-FEB-15 at 2:00 PM

BID NUMBER: 303578

SEALED BIDS

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

BUYER:

PHONE #: (423) 643-7230

DELIVERY REQUIRED:

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City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

| Item | Class-Item | Quantity | Unit | Unit Price | Total |
|---|------------|----------|------|------------|-------|
| Requisition / Bid No.: 104786 / 303578 Ordering Dept.: General Services Buyer: Mark McKeel Phone No.: 423-643-7236 Items Being Purchased: Maintenance for Elevators, Escalators & Lifts ATTACHMENTS: Pre-Bid Conference Notification Specifications Contract Agreement Elevator Escalator Lift Maintenance Locations - Exhibit A Elevator Escalator Lift Maintenance Locations Bid Form - Exhibit B Elevator Escalator Lift Maintenance Labor Rate Bid Form - Exhibit C Insurance Requirements Affirmative Action Plan This Shall Be A Twelve (12) Month Blanket Contract To Supply Maintenance on Elevators, Escalators, and Lifts for the City of Chattanooga. The Contract Term May Be Renewed For An Additional Two (2) Twelve (12) Month Term Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein. **** Vendor Shall Hold Prices Firm for First (1st) Year of Contract **** Price Escalation Clause: If as a result of a general change in prices or discounts, the Contractor has changed prices to all of its customers, the price under this contract may be adjusted accordingly. Contractor may be requested to show proof of alleged price changes prior to approval of any price adjustments. QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT. *** BID MUST BE RECEIVED NO LATER THAN *** *** 2:00 PM EST ON <February 16, 2015> *** City of Chattanooga (COC) Terms and Conditions posted on Website http://www.chattanooga.gov/general-services/purchasing/standard-terms-and-conditions If you can't download call buyer for a copy. NOTE: ALL BIDS MUST BE SIGNED All bids received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Bidder acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated. Any manufacturer;s names, trade names, brand names, or catalog numbers used in the | | | | | |

BID SOLICITATION



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

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City of Chattanooga
 101 East 11th Street, Suite G13
 Chattanooga, TN 37402

| Item | Class-Item | Quantity | Unit | Unit Price | Total |
|--|------------|----------|------|------------|-------|
| <p>specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item.</p> <p>The City of Chattanooga reserves the right to reject any and/or all bids, waive any informalities in the bids received, and to accept any bid which in its opinion may be for the best interest of the city.</p> <p>The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color, or national origin.</p> <p>**** NOTE **** PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:</p> <p>Company Name _____</p> <p>Address _____</p> <p>Phone/Toll-Free No. _____</p> <p>Fax No. _____</p> <p>eMail Address _____</p> <p>Contact Person's Name _____</p> <p>Estimated Delivery _____</p> <p>Minority-Owned Business _____ Small Business _____ Veteran _____</p> <p>Minority Woman-Owned Business _____ Disabled Veteran _____</p> <p>Woman-Owned Business _____</p> <p>**** ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION ****</p> | | | | | |

NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS

ALL BIDS MUST BE SIGNED – The undersigned offers the above quoted prices under the conditions contained herein.

The City is Exempt from all Federal and State Tax.
 Bids will be received at the above mentioned address.

COMPANY: _____

TERMS OF PAYMENT: _____

SIGNATURE: _____

TELEPHONE NUMBER: _____

NAME AND TITLE: _____

BID SOLICITATION



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

SEALED BIDS

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

BID OPENING DATE AND TIME:

16-FEB-15 at 2:00 PM

BID NUMBER: 303578

BUYER:

PHONE #: (423) 643-7230
DELIVERY REQUIRED:

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City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

| Item | Class-Item | Quantity | Unit | Unit Price | Total |
|------|--|----------|------|------------|-------|
| 1 | One (1) Year Contract Providing Elevator Maintenance for the City of Chattanooga with Option to Renew for Additional Two (2) Year Period. See "Exhibit A" all Locations Attached. ** Please use "Exhibit B" & "Exhibit C" for Bidding ** | 1 | Year | _____ | _____ |

NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS

ALL BIDS MUST BE SIGNED – The undersigned offers the above quoted prices under the conditions contained herein.

The City is Exempt from all Federal and State Tax.
Bids will be received at the above mentioned address.

TERMS OF PAYMENT: _____

TELEPHONE NUMBER: _____

COMPANY: _____

SIGNATURE: _____

NAME AND TITLE: _____

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT, dated March __, 2015, by and between the CITY OF CHATTANOOGA, (OWNER), and _____, (CONTRACTOR), is for Complete Maintenance for all vertical, ascending and descending moving transportation equipment located at the listed CITY OF CHATTANOOGA locations noted in Exhibit "A".

CONTRACTOR and OWNER, in consideration of the terms, covenants and conditions set forth, hereby agree as follows:

1. **Contract Term.** The service specified will be furnished from the effective date stated herein, and shall continue for an initial term of one (1) year. Equipment covered under other specific warranties shall be integrated into this service agreement at the expiration date of their contract and may result in less contract coverage than the stated term above. In the event of a sale, lease or transfer of the ownership of certain equipment described in Exhibit "A", or the premises in which it is located, OWNER shall notify CONTRACTOR and the equipment and contract charges shall be removed from the monthly billing.

2. **Contract Options.** This contract may be extended for an additional period of two (2) one-year options under the same terms and conditions as stated herein. OWNER shall notify CONTRACTOR, in writing, ninety (90) days before the expiration of the initial term of this contract agreement.

3. **Contract Price.** CONTRACTOR, in consideration for the amount listed on Exhibit "B", hereby agrees to furnish services herein described on the equipment noted in this contract. If the equipment is upgraded, the individual service charge will be adjusted in accordance with Exhibit "C".

4. **Payment Terms.** Payments are due within thirty (30) days from receipt of invoice and each invoice shall list information as noted on Exhibit "C". Provided that OWNER may reject any invoice that is not properly documented and shall have fifteen (15) days from re-submittal of a properly documented invoice to make payment. All payments shall reflect the equipment actually being serviced and not any future equipment that will be integrated into the contract at a later date. Failure to pay any sum due by OWNER within sixty (60) days will be a material breach and shall subject OWNER to the cost of collection including court costs and reasonable attorneys' fees. In the event of a material breach, CONTRACTOR may suspend service and be discharged from further obligations under the contract. If CONTRACTOR exercises its right to suspend service, CONTRACTOR shall not be responsible for injury or damage resulting from the lack of service. When service is resumed, OWNER will be responsible for any costs CONTRACTOR incurs as a result of the lapse in service.

5. **Tax.** OWNER qualifies as a governmental entity exempt from certain types of taxation. OWNER will provide CONTRACTOR with necessary tax-exempt status information to comply with receiving certain tax-exempt materials and service.

6. **Service Center.** The CONTRACTOR'S Local Service Center will be available 24-hours a day, seven days a week to respond to all calls and dispatch a service technician if necessary. Response to such service request shall be within one (1) hour. In the unlikely event of an entrapment, Contractor will immediately dispatch a technician and a highest priority response will be given to resolve the emergency. If the unit is equipped with remote monitoring capabilities, the CONTRACTOR reserves the right to utilize this functionality and the telephone line for the unit to collect data related to the use and operation of the OWNER's equipment.

7. **Hours of Service.** All work covered under this Agreement unless otherwise specified is to be performed during the hours of 8 a.m. to 4:30 p.m., Monday through Friday, City of Chattanooga recognized holidays excluded, which for purposes of this agreement are defined as "regular working hours". Work outside "regular working hours" shall be deemed to be "overtime hours" if the OWNER requests that service be done on "overtime hours"; but if the work outside "regular working hours" is for the convenience of the CONTRACTOR, then the services shall be billed at the "regular working hours" rate.

8. **Service Requests (Callbacks).** This Agreement covers minor adjustment service requests during the regular and overtime working hours, unless otherwise indicated herein. Service requests are defined as minor adjustments, corrections or emergency entrapments that require immediate attention and are not caused by reasons beyond CONTRACTORS control. Service requests do not include work that requires more than one technician or more than two hours to complete.

9. **Price Adjustments.** The contract price will only be adjusted annually on January 1st of each year after the initial first year from implementation of the contract. The payment adjustment will reflect the increase or decrease in labor costs.

- a. **LABOR** - 100% of the current contract price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost. The current straight time labor cost is the sum of the straight time hourly rate plus the cost of fringe benefits (fringe benefits include but are not limited to welfare, pension, vacations, paid holidays, insurance and other union contributions) paid to CONTRACTOR's hourly employees in the locality the equipment is maintained. If CONTRACTOR's employees are paid on a salaried basis, the CONTRACTOR shall provide an equivalent hourly rate for those employees. It is understood; however, that only the services of employees who actually work on OWNER's equipment are to be charged and that all overhead expenses and management oversight is to be included within said hourly rate.

- b. CONTRACTOR shall include their current hourly labor rate, fringe benefits hourly costs and other identified charges that constitute the labor and overhead hourly rated charged and make any annual price adjustments in accordance with the terms and conditions stated in exhibit "C".

10. Performance. CONTRACTOR will check in with the building maintenance supervisor monthly and systematically examine, maintain, clean, adjust and lubricate the equipment according to monthly/quarterly/annual preventative maintenance schedule whether provided by the equipment manufacturer or required by the State of Tennessee. **A minimum of one (1) hour of maintenance shall be required per following schedule:**

- Elevator & Escalator – Monthly
- Chain Hoists – Quarterly
- Wheelchair Lifts – Quarterly

under this contract excluding units on time and material. Should CONTRACTOR find any deficiency with the equipment, approval (if chargeable) by OWNER is required before any replacement of the equipment is performed. In addition, unless specifically excluded elsewhere, CONTRACTOR will repair or replace the following if the repair or replacement is, in CONTRACTOR's judgment, necessitated by normal wear and tear:

a. Hydraulic Elevators.

1. RELAY LOGIC HYDRAULIC ELEVATOR SYSTEM COMPONENTS

- a. CONTROL SYSTEM - Control, selector, dispatcher, relay panel, relays, timers, resistors, transformers and motor starter.

2. MICROPROCESSOR HYDRAULIC ELEVATOR SYSTEM COMPONENTS

- a. CONTROL SYSTEM - Controller cabinet, machine room connection board, LCE CPU board, safety relay assembly, hydraulic level shifter board, power supply, transformers, contactor panels, bypass switches, relays, fuses, motor starters and accessories.

CONTRACTOR's Service Technicians will be equipped with necessary field diagnostic and service tools. Microprocessor software examinations will be conducted to ensure dispatching and motion control systems are operating at proper levels.

- b. **POWER UNIT** - Enclosure, pump, motor, power transmission elements between the pump and motor, valves, strainers, mufflers, gaskets and all other accessories.
- c. **HYDRAULIC SYSTEM ACCESSORIES** - Exposed piping, fittings, jack packing and accessories, such as vibration dampeners and silencers between the pumping unit and the jack unit. Hydraulic fluid, heating or cooling elements, insulation and accessories installed by the elevator equipment manufacturer for controlling oil temperature.
- d. **CAR EQUIPMENT** - Car panel connect board, car operating board, car top inspection station, floor leveling unit assembly, switch tree assembly and floor controllers.
- e. **ELECTRICAL** - Electrical wiring, conduit, ducts, and traveling cables from the elevator equipment to the machine room mainline disconnect switch, and hoistway outlets.
- f. **HOISTWAY AND PIT EQUIPMENT** - Landing and slowdown switches, limits and car buffers.
- g. **RAILS AND GUIDES** - Guide rails, guide shoe gibs and rollers. Guide rails will be properly lubricated, except where roller guides are used.
- h. **DOOR EQUIPMENT** - Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs and auxiliary door closing devices.
- i. **POWER FREIGHT DOOR EQUIPMENT** - Controller, relays, contactors, rectifiers, timers, resistors, micro switches, solid state components, door motors, chains, retiring cams, interlocks limit switches, guide shoes, sheaves, rollers, sprockets and tensioning devices.
- j. **MANUAL FREIGHT DOOR EQUIPMENT** - Relays, contactors, rectifiers, timers, resistors, micro switches, chains, retiring cams, interlocks, limit switches, guide shoes, sheaves, rollers, sprockets, tensioning devices and counter-balancing equipment.

- k. SIGNALS AND ACCESSORIES - Car operating panels, hall push buttons stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment and all other signal and accessory facilities furnished and installed as an integral part of the elevator equipment.

3. Re-lamping of signal fixtures is included only during CONTRACTOR's systematic examinations. Service requests related to re-lamping of signal fixtures will be considered billable.

- a. HOUSEKEEPING - OWNER and CONTRACTOR have a shared responsibility to clean elevator machine rooms, pit areas, hoistway equipment including rails, interlocks, hoistway door hangers and tracks, relating devices, switches, buffers and car tops.
- b. LUBRICANTS - CONTRACTOR will use lubricants compounded under OEM's specifications or equal.

b. Traction Elevators:

1. RELAY LOGIC TRACTION ELEVATOR SYSTEM COMPONENTS

- a. CONTROL SYSTEM - Control, selector, dispatcher, relay panel, relays, timers, resistors, transformers and motor starter.

2. MICROPROCESSOR TRACTION ELEVATOR SYSTEM COMPONENTS

- a. CONTROL SYSTEM - CONTRACTOR's Service Technicians will be equipped with necessary field diagnostic and service tools. Microprocessor software examinations will be conducted to ensure dispatching and motion control systems are operating at proper levels.
- b. GEARED/GEARLESS MACHINES - Worms, Gears, Thrusts, bearings, rotating elements, brake magnet coils, brushes, brake shoes, linings, pins, deflector, secondary and other sheaves, bearings and assemblies.

- c. **ELECTRICAL** - Electrical wiring, conduit, ducts, and traveling cables from the elevator equipment to the machine room mainline disconnect switch, and hoistway outlets.
- d. **HOISTWAY AND PIT EQUIPMENT** - Landing and slowdown switches, limits, car and counterweight buffers, over-speed governors, governor tension sheave assemblies and car counterweight safeties.
- e. **RAILS AND GUIDES** - Guide rails, guide shoe gibs and rollers. Guide rails will be properly lubricated, except where roller guides are used.
- f. **HOIST ROPES** - Hoist ropes will be properly lubricated and adjusted for equalized tension. In addition, Contractor will replace all wire ropes or coated steel belts as often as necessary to maintain an appropriate factor of safety.
- g. **DOOR EQUIPMENT** - Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs and auxiliary door closing devices.
- h. **POWER FREIGHT DOOR EQUIPMENT** - Controller, relays, contactors, rectifiers, timers, resistors, micro switches, solid state components, door motors, chains, retiring cams, interlocks, limit switches, guide shoes, sheaves, rollers, sprockets and tensioning devices.
- i. **MANUAL FREIGHT DOOR EQUIPMENT** - Relays, contactors, rectifiers, timers, resistors, micro switches, chains, retiring cams, interlocks, limit switches, guide shoes, sheaves, rollers, sprockets, tensioning devices and counter-balancing equipment.
- j. **SIGNALS AND ACCESSORIES** - Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment and all other signal and accessory facilities furnished and installed as an integral part of the elevator equipment.

3. Re-lamping of signal fixtures is included on during CONTRACTOR's systematic examinations. Service requests related to re-lamping of signal fixtures will be considered billable.

- a. HOUSEKEEPING - OWNER and CONTRACTOR have a shared responsibility to clean elevator machine rooms, pit areas, hoistway equipment including rails, interlocks, hoistway door hangers and tracks, relating devices, switches, buffers and car tops.
- b. LUBRICANTS - CONTRACTOR will use lubricants compounded under OEM's specifications or equal.

11. Escalators. Adjust passenger handrails to match stairwell speed, clean all drives and gears, inspect and test emergency stop buttons; inspect all comb plates and remove debris to prevent damage; relays, contactors, rectifiers, timers, resistors, micro-switches, chains, retiring cams, interlocks, limit switches, guide shoes, sheaves, rollers, sprockets, and tensioning devices. Guide rails, guide shoe gibs, and rollers. Guide rails will be properly lubricated, except where roller guides are used. Controllers, motor starters, dispatcher and relay panels, contacts, transformers, solid state components, isolation transformers, dynamic braking resistors and armature filters.

12. Tests. CONTRACTOR will perform the following tests on the equipment as required by the State of Tennessee and the City of Chattanooga:

- a. HYDRAULIC ELEVATOR - A pressure relief test and a yearly leakage test as required by the A.S.M.E. A-17.1 code.
- b. TRACTION ELEVATOR & ESCALATORS - An annual no load test as required by the A.M S.E. A-17.1 code.
- c. A five (5) year full load test as required by the A.S.M.E. A-17.1 code. CONTRACTOR is not responsible for damages, either to the elevator/escalator equipment or to the building, or for any personal injury or death, arising from or resulting from this test.
- d. A certified copy of the test results will be given to the OWNER within ten (10) days of completion delivered to the notice address listed in Exhibit "C".

13. Exclusions. CONTRACTOR assumes no responsibility for the following items or services, which are excluded from the Agreement:

- a. **HYDRAULIC ELEVATOR** - Refinishing, repairing, replacement or cleaning of car enclosure, gates and/or door panels, door pull straps, hoistway enclosure, rail alignment, hoistway doors, door frames, sills, hoistway gates, finished flooring, power feeders, switches, their wiring and fusing, car light diffusers, ceiling assemblies and attachments, smoke or heat sensors, fireman's telephone devices, intercoms, music systems, media displays, card-readers or other security systems, light tubes and bulbs, hydraulic cylinder, unexposed piping, pit pumps, emergency power generators, disposal of or clean-up of waste oil or any contamination caused by leaks in the hydraulic cylinder or unexposed piping, including any consequential damages.
- b. **TRACTION ELEVATOR** - Refinishing, repairing, replacement or cleaning of car enclosure, gates and/or door panels, door pull straps, hoistway enclosure, rail alignment, hoistway doors, door frames, sills, hoistway gates, finished flooring, power feeders, switches, their wiring and fusing, car light diffusers, ceiling assemblies and attachments, smoke or heat sensors, fireman's telephone devices, intercoms, music systems, media displays, card-readers or other security systems, pit pumps, emergency power generators, light tubes and bulbs.

14. General. CONTRACTOR shall not be obliged to make other safety tests other than those specified herein, equipment adjustments, or to install new attachments whether or not recommended or directed by insurance companies, except when required by Federal, State, Municipal, A.S.M.E. codes, or other governmental or non-governmental authorities.

- a. CONTRACTOR will maintain the equipment performance and its components to the operating condition at the effective date of this agreement. CONTRACTOR shall not be required to perform and keep records of firefighter's service testing, unless specifically included elsewhere in this agreement. CONTRACTOR shall not be obligated to make equipment adjustments to achieve CODE required Escalator Step/Skirt Performance Index or loaded gap values.
- b. CONTRACTOR shall not be obligated to make changes or adjustments required by new or retroactive code changes. CONTRACTOR will not be responsible to perform tests or correct outstanding violations or deficiency lists cited by code authorities or any third party agency prior to the effective date of this agreement.

- c. CONTRACTOR will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), excessive humidity, adverse environmental conditions, water damage, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, war, acts of government, labor disputes, strikes, lockouts or tampering with the elevator equipment by unauthorized personnel. CONTRACTOR shall not be obligated to make repairs or renewals for damage or deterioration caused by UV rays.
- d. CONTRACTOR shall not be required to make renewals or repairs necessitated by negligence or misuse of the equipment or any other cause beyond its control except ordinary wear and tear. In the event that any part of the equipment becomes obsolete or is no longer manufactured by the manufacturer, the cost to replace the obsolete part shall be at the OWNER's expense.

15. Owner Assurances.

- a. AUTHORIZED PERSONNEL - OWNER agrees to furnish the CONTRACTOR with a list of authorized personnel responsible for building operations.
- b. WIRING DIAGRAMS - OWNER agrees to provide CONTRACTOR with a complete set of "as built" wiring diagrams should they be available. Should such diagrams not be available, CONTRACTOR shall provide the OWNER with such plans and diagrams and this material shall be the property of the OWNER.
- c. NOTIFICATION - In the event that the equipment is not functioning properly, OWNER agrees to shut down equipment and notify CONTRACTOR for repair.
- d. OWNER agrees to notify CONTRACTOR in the event of any injury or accident in or about the equipment included in this agreement. Verbal notification must be provided immediately and written notification must be provided within seven (7) days.

- e. OPERATION - OWNER shall at all times be solely liable for the proper use of the equipment. OWNER agrees to post any and all instructions and warnings to passengers related to the use of the equipment. OWNER shall not permit anyone other than CONTRACTOR to make repairs, additions, modifications, upgrades or adjustments to the equipment covered herein during the term of the agreement unless CONTRACTOR is unable to perform necessary repair for such equipment to be operational and usable by the OWNER within forty-eight (48) hours of equipment failures verbal/fax notification. The CONTRACTOR shall hire necessary services from the equipment manufacturer to reprogram, repair or replace any equipment or software necessary to restore operational performance solely at the cost to CONTRACTOR.
- f. TESTING AND SERVICING - OWNER agrees to perform the monthly firefighter's service testing and keep record of such tests, if required and not specifically included elsewhere herein. OWNER agrees to annually maintain the mainline disconnect switch by a certified electrician and repair as necessary.
- g. EQUIPMENT ACCESS - OWNER agrees to provide safe access to the equipment and machine room areas for service and keep all machine rooms and pit areas free from water, stored materials and debris. OWNER agrees to remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations. OWNER agrees to provide a safe workplace for CONTRACTOR'S personnel.

16. Obligations of the Parties. Nothing in the Agreement shall be construed to mean that CONTRACTOR assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment covered by the Contract Agreement unless negligence on the part of the CONTRACTOR results in damage to the equipment or injury to the OWNER or its' invitees. OWNER shall be solely responsible for supervising the use of the equipment and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment. CONTRACTOR may terminate this Agreement at any time upon sixty (60) days advance notice in writing due to the OWNER's breach of contract, safety or liability issues or OWNER's refusal to authorize necessary repairs after such breach has been reported in writing to the OWNER at the notice address.

17. **Insurance Requirements.** CONTRACTOR shall at all times and at CONTRACTOR'S own cost, maintain a commercial general liability policy covering bodily injury and property damage with minimum limits of TWO million dollars (\$2,000,000) for bodily injury death for each occurrence with an aggregate limit of liability not less than two million dollars (\$2,000,000).

Neither CONTRACTOR nor its affiliates shall be liable for any loss, damage, detention or delay caused by accidents, strikes, lockouts, material shortages or by any other cause which is beyond its reasonable control, or in any event, for incidental or consequential damages. CONTRACTOR shall not be liable for work, service or material other than that specifically mentioned herein.

CONTRACTOR will not be liable for fines, penalties, loss of profits, goodwill, business or loss of use of equipment or property.

18. **Performance Clause.** If it is found that CONTRACTOR is not complying with the terms of this Contract Agreement, a detailed report shall be submitted to CONTRACTOR outlining the specific requirements and a minimum period of thirty (30) days from written notification shall be allowed for CONTRACTOR to correct the corresponding non-compliance.

In the event CONTRACTOR fails to correct the noted material items within the allowed time, OWNER shall have the right to withhold monthly payments until the non-compliant condition is corrected. Furthermore, should the non-compliant condition not be corrected, OWNER shall have the right to terminate any part or the entire contract immediately without suffering any financial penalty, obligation or accelerated payment requirement due upon such termination.

19. **Indemnity Clause.** CONTRACTOR agrees that it shall indemnify and hold City of Chattanooga, its employees, agents, and servants harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused by acts or omissions of the CONTRACTOR, its employees, and invitees on or about the premises and which arise out of the CONTRACTOR's performance, or failure to perform as specified in this Agreement. CONTRACTOR agrees that its obligations under this indemnity shall survive the expiration and termination of this Agreement.

20. **Additional Terms.** This Agreement shall constitute, exclusively and entirely, the agreement for the service described and all prior representations or agreements relating thereto, whether written or verbal shall be deemed merged herein according to the schedule on Exhibit "B" and this Agreement including changes in or additions to shall not be binding upon CONTRACTOR until approved by the local Office Manager or one of its corporate executive officers. Submission of this contract does not void or otherwise nullify any existing contract until the expiration of such existing contract.

21. **Venue.** The parties hereby agree that the exclusive venue for any dispute between the parties shall be in the County of Hamilton and, State of Tennessee.

IN WITNESS THEREOF, OWNER and CONTRACTOR have entered into this Agreement and set their hands below as the date above written.

OWNER:

The City of Chattanooga

By: _____
Director of General Services

Date: _____

ATTEST:

By: _____

CONTRACTOR:

By: _____
Its

Date: _____

ATTEST:

By: _____

EXHIBIT "A" Service Locations with Addresses

| Location | Address | Make | Model/ID | Type | Traction | Hydraulic | Escalator | Other | Levels |
|--|---|---------------|----------|------------|----------|-----------|-----------|----------------|--------|
| Avondale Head Start Center | 2302 Ocoee Street, Chattanooga, TN 37406 | | | Passenger | | 1 | | | 2 |
| Brainerd Complex | 1010 N. Moore Road, Chattanooga, TN 37411 | | | Passenger | 1 | | | | 2 |
| Champions Club Tennis Complex | 1100 Lupton Drive, Lupton City, TN 37351 | | | Passenger | 1 | | | | 2 |
| Chattanooga Zoo Administration Building | 301 N. Holtzclaw Ave, Chattanooga, TN 37404 | | | Passenger | | 1 | | | 2 |
| Chattanooga Zoo Asia Building | 301 N. Holtzclaw Ave, Chattanooga, TN 37404 | | | Passenger | | 1 | | | 2 |
| City Council Building | 1000 Lindsay St, Chattanooga, TN 37402 | Otis | | Passenger | | 1 | | | 3 |
| City Hall | 101 E. 11th St, Chattanooga, TN 37402 | Thyssen/Krupp | | Passenger | | 1 | | | 4 |
| City Hall | 101 E. 11th St, Chattanooga, TN 37402 | Thyssen/Krupp | | Passenger | | 1 | | | 4 |
| City Hall Annex | 100 E. 11th St, Chattanooga, TN 37402 | Westinghouse | | Passenger | 1 | | | | 5 |
| Development Resource Center | 1250 Market St, Chattanooga, TN 37402 | Otis | | Passenger | | 1 | | | 3 |
| Development Resource Center | 1250 Market St, Chattanooga, TN 37402 | Otis | | Passenger | | 1 | | | 4 |
| Downtown Library | 1001 Broad St, Chattanooga, TN 37402 | Dover | | Passenger | | 1 | | | 5 |
| Downtown Library | 1001 Broad St, Chattanooga, TN 37402 | Westinghouse | | Passenger | | 1 | | | 4 |
| Downtown Library | 1001 Broad St, Chattanooga, TN 37402 | Westinghouse | | Passenger | | 1 | | | 3 |
| E. 1st Street Tram | E. 1st St Between Market and Cherry Streets | | | Freight | | 1 | | Funicular Lift | Tram |
| Frost Stadium | 1101 McCallie Ave, Chattanooga, TN 37403 | | | HDCP | 1 | | | | 3 |
| Hixson Center | 5401 School Road, Hixson, TN 37343 | | | Passenger | | | | | 2 |
| Lindsay Street Building | 1001 Lindsay St, Chattanooga, TN 37402 | Thyssen/Krupp | | Passenger | | 1 | | | 2 |
| MEWVWYA Administration and Laboratory Bldg | 455 Moccasin Bend Road, Chattanooga, TN 37405 | | 31499 | Passenger | | | | Lift | 1 |
| MEWVWYA Filter Press Building | 455 Moccasin Bend Road, Chattanooga, TN 37405 | | 24670 | HDCP | | 1 | | | 3 |
| MEWVWYA Influent Building | 455 Moccasin Bend Road, Chattanooga, TN 37405 | | 12666 | Service | 1 | | | | 4 |
| Memorial Auditorium | 399 McCallie Avenue, Chattanooga, TN 37402 | | | Passenger | | 1 | | | 3 |
| Memorial Auditorium | 399 McCallie Avenue, Chattanooga, TN 37402 | | | Service | | 1 | | | 1 |
| Memorial Auditorium | 399 McCallie Avenue, Chattanooga, TN 37402 | | | Stage Lift | | 1 | | | 1 |
| Memorial Auditorium | 399 McCallie Avenue, Chattanooga, TN 37402 | Westinghouse | | Escalator | | | 1 | | 1 |
| Memorial Auditorium | 399 McCallie Avenue, Chattanooga, TN 37402 | Westinghouse | | Escalator | | | 1 | | 1 |
| Memorial Auditorium | 399 McCallie Avenue, Chattanooga, TN 37402 | Westinghouse | | Escalator | | | 1 | | 1 |
| Memorial Auditorium | 399 McCallie Avenue, Chattanooga, TN 37402 | Westinghouse | | Escalator | | | 1 | | 1 |
| Memorial Auditorium | 399 McCallie Avenue, Chattanooga, TN 37402 | Westinghouse | | Escalator | | | 1 | | 1 |
| Memorial Auditorium | 399 McCallie Avenue, Chattanooga, TN 37402 | Westinghouse | | Escalator | | | 1 | | 1 |
| Memorial Auditorium | 399 McCallie Avenue, Chattanooga, TN 37402 | Thyssen/Krupp | | Passenger | 1 | | | | 4 |
| Paul F. Clark Building | 900 E. 11th Street, Chattanooga, TN 37403 | | | Passenger | | 1 | | | 2 |
| Police Service Center | 3410 Amnicola Highway, Chattanooga, TN 37406 | Dover | | Passenger | | 1 | | | 2 |
| Police Service Center | 3410 Amnicola Highway, Chattanooga, TN 37406 | Dover | | Passenger | | 1 | | | 2 |
| Police Service Center Annex | 3204 Amnicola Highway, Chattanooga, TN 37406 | Dover | | Passenger | | 1 | | | 2 |
| Pump Station - 23rd Street | 257 E 25th Street, Chattanooga, TN 37408 | | 12083 | Service | 1 | | | | 3 |
| Pump Station - Citico | 929 Riverside Drive, Chattanooga, TN 37406 | | 28244 | Service | 1 | | | | 3 |
| Pump Station - East Brainerd | 15 Frawley Road, Chattanooga, TN 37412 | | 24134 | Service | | | | Chain | 2 |
| Pump Station - Friar Branch | 3910 Juandale Trail, Chattanooga, TN 37406 | | 24103 | Service | | | | Chain | 2 |
| Pump Station - Hixson 1 | 4877 Adams Road, Hixson, TN 37343 | | 24658 | Service | | | | Chain | 2 |
| Pump Station - Hixson 2 | 5401 Old Hixson Pike, Hixson, TN 37343 | | 24657 | Service | | | | Chain | 2 |
| Pump Station - Hixson 3 | 5235 Cassandra Smith Road, Hixson, TN 37343 | | 26031 | Service | | | | Chain | 2 |
| Pump Station - Latta Street | 1424 Latta Street, Chattanooga, TN 37404 | | 22251 | Service | | | | Chain | 2 |
| Pump Station - Murray Hills 1 | 4778 Webb Road, Chattanooga, TN 37416 | | 29111 | Service | | | | Chain | 2 |
| Pump Station - Murray Hills 5 | 3820 Kings Road, Chattanooga, TN 37416 | | 28739 | Service | | | | Chain | 2 |
| Pump Station - South Chickamauga | 4020 N. Hawthorne Street, Chattanooga, TN 37406 | | 24112 | Service | 1 | | | | 4 |
| Pump Station - Titonia 1 | 1006 Browns Ferry Road, Chattanooga, TN 37419 | | 25077 | Service | | | | Chain | 2 |
| Pump Station - Titonia 2 | 141 Browns Ferry Road, Chattanooga, TN 37419 | | 25215 | Service | | | | Chain | 2 |
| Pump Station - Titonia 3 | 248 Aster Avenue, Chattanooga, TN 37419 | | 26274 | Service | | | | Chain | 2 |
| Tivoli Theater | 709 Broad St, Chattanooga, TN 37402 | Dover | | Passenger | | 1 | | | 2 |
| Tivoli Theater | 709 Broad St, Chattanooga, TN 37402 | | | Passenger | | 1 | | | 1 |
| Watkins Street Building | 1170 S. Watkins St Chattanooga, TN 37404 | | | Lift | | | | | 1 |

EXHIBIT "B"

Monthly Service Charge and Quarterly Service Charge

| Location | Make | Model/ID | Type | Contract Expiration | Monthly Charge | Quarterly Charge | Yearly Charge |
|---|---------------|----------|------------|---------------------|----------------|------------------|---------------|
| Avondale Head Start Center | | | Passenger | | | | \$ - |
| Brainerd Complex | | | Passenger | | | | \$ - |
| Champion's Club Tennis Complex | | | Passenger | | | | \$ - |
| Chattanooga Zoo Administration Building | | | Passenger | | | | \$ - |
| Chattanooga Zoo Asia Building | | | Passenger | | | | \$ - |
| City Council Building | Otis | | Passenger | | | | \$ - |
| City Hall | Thyssen/Krupp | | Passenger | | | | \$ - |
| City Hall | Thyssen/Krupp | | Passenger | | | | \$ - |
| City Hall Annex | Westinghouse | | Passenger | | | | \$ - |
| Development Resource Center | Otis | | Passenger | | | | \$ - |
| Development Resource Center | Otis | | Passenger | | | | \$ - |
| Downtown Library | Dover | | Passenger | | | | \$ - |
| Downtown Library | Westinghouse | | Passenger | | | | \$ - |
| Downtown Library | | | Freight | | | | \$ - |
| E. 1st Street Tram | | | HCDP | | | | \$ - |
| Frost Stadium | | | Passenger | | | | \$ - |
| Hixson Center | | | Passenger | | | | \$ - |
| Lindsey Street Building | Thyssen/Krupp | | Passenger | | | | \$ - |
| MBWWTA Administration & Laboratory Building | | 31499 | HCDP | | | | \$ - |
| MBWWTA Filter Press Building | | 24670 | Service | | | | \$ - |
| MBWWTA Influent Building | | 12666 | Service | | | | \$ - |
| Memorial Auditorium | | | Passenger | | | | \$ - |
| Memorial Auditorium | | | Service | | | | \$ - |
| Memorial Auditorium | | | Stage Lift | | | | \$ - |
| Memorial Auditorium | Westinghouse | | Escalator | | | | \$ - |
| Memorial Auditorium | Westinghouse | | Escalator | | | | \$ - |
| Memorial Auditorium | Westinghouse | | Escalator | | | | \$ - |
| Memorial Auditorium | Westinghouse | | Escalator | | | | \$ - |
| Memorial Auditorium | Westinghouse | | Escalator | | | | \$ - |
| Memorial Auditorium | Westinghouse | | Escalator | | | | \$ - |
| Memorial Auditorium | Thyssen/Krupp | | Passenger | | | | \$ - |
| Paul F. Clark Building | | | Passenger | | | | \$ - |
| Police Service Center | Dover | | Passenger | | | | \$ - |
| Police Service Center | Dover | | Passenger | | | | \$ - |
| Police Service Center Annex | Dover | | Passenger | | | | \$ - |
| Pump Station - 23rd Street | | 12083 | Service | | | | \$ - |
| Pump Station - Citico | | 28244 | Service | | | | \$ - |
| Pump Station - East Brainerd | | 24134 | Service | | | | \$ - |
| Pump Station - Friar Branch | | 24103 | Service | | | | \$ - |
| Pump Station - Hixson 1 | | 24658 | Service | | | | \$ - |
| Pump Station - Hixson 2 | | 24657 | Service | | | | \$ - |
| Pump Station - Hixson 3 | | 26031 | Service | | | | \$ - |
| Pump Station - Latta Street | | 22251 | Service | | | | \$ - |
| Pump Station - Murray Hills 1 | | 29111 | Service | | | | \$ - |
| Pump Station - Murray Hills 5 | | 28739 | Service | | | | \$ - |
| Pump Station - South Chickamauga | | 24112 | Service | | | | \$ - |
| Pump Station - Tiftonia 1 | | 25077 | Service | | | | \$ - |
| Pump Station - Tiftonia 2 | | 25215 | Service | | | | \$ - |
| Pump Station - Tiftonia 3 | | 26274 | Service | | | | \$ - |
| Tivoli Theatre | Dover | | Passenger | | | | \$ - |
| Tivoli Theatre | | | Stage Lift | | | | \$ - |
| Watkins Street Building | | | Lift | | | | \$ - |
| | | | | | MONTHLY TOTAL | | \$ - |
| | | | | | | QUARTERLY TOTAL | \$ - |

EXHIBIT "C"

ADDITIONAL TERMS AND CONDITIONS:

1. Submitted invoices for payment shall reflect all charges described as follows:
 - a) total hours of labor and per hour rate including benefits,
 - b) cost of replacement part and subsequent mark-up,
 - c) explanation and per/hour rate of other charges.

2. CONTRACTOR rates as charges to the OWNER:

| | |
|--|----|
| REGULAR PER HOUR LABOR RATE | \$ |
| OVERTIME PER HOUR LABOR RATE | \$ |
| BENEFITS PER HOUR RATE | \$ |
| OTHER (EXPLANATION REQUIRED) PER HOUR RATE | \$ |

3. ANNUAL INCREASE SHALL BE CAPPED AT THREE (3%) PERCENT. CONTRACTOR MUST INFORM PURCHASING AT OPTION RENEW AS TO ANY PRICE INCREASE ON LABOR.
4. Should any unit of equipment be upgraded and improved to reduce service time and obligation, the effective unit service cost shall be readjusted to reflect the reduction of service required. The service cost shall be compared to a similar unit and shall be priced accordingly.
5. IN ADDITION, at the expiration of any existing service contract on certain equipment, the subject equipment will be incorporated into this service agreement contract and billing adjustments shall be made at this time. Furthermore, any new equipment, after the expiration of its warranty, shall be incorporated into this contract and listed on exhibits "A" and "B".

NOTICE ADDRESS:

OWNER:

City of Chattanooga
General Services
274 East 10th Street
Chattanooga, TN 37402

CONTRACTOR:

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